

ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS is executed on this, the 3rd day of November, 2000, by and between **DAISY COLTHARP** ("Assignor"), **MELODY LONG, CAROL McGARRITY, STEVE LONG, and PATRICK McGARRITY** (together the "Assignees") and **SOUTHERN MAGNOLIA FARMS, L.P.** a Mississippi limited partnership (the "Partnership").

RECITALS

WHEREAS, the Assignor is a Limited Partner of the Partnership; and

WHEREAS, the Assignees are members of the Assignor's Family; and

WHEREAS, the Assignor desires to make a gift of some of her limited partnership interests in the Partnership to the Assignees in accordance with the terms of this document.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Gifts of Limited Partnership Interests by Assignor. Assignor does hereby give, assign, and irrevocably transfer unto each of the following persons a limited partnership interest in SOUTHERN MAGNOLIA FARMS, L.P., a Mississippi limited partnership, in the percentages as set forth beside their names:

- (a) MELODY LONG – 1.27%;
- (b) CAROL McGARRITY – 1.27%;
- (c) STEVE LONG – 1.27%; and
- (d) PATRICK McGARRITY – 1.27%

STATES - DEED TO CO.

DEC 18 9 20 AM '00

BK 87 639

2. Limitation of Gifts. Notwithstanding any other provision herein, no transfer shall be made that would generate the payment of gift or estate tax under the Code taking into account the credits provided under Section 2010 of the Code and the state death tax credit allowable under Section 2011 of the Code.

3. Present Interest. The parties agree that the interests transferred constitute present interests in the context of the use of the annual gift tax exclusion under the Code.

4. Approvals. Assignor has received any necessary approvals to effectuate this Assignment.

5. Evidence. Any third party may rely upon this document as evidence of the ownership of stock conveyed.

6. Notices. All notices, requests, demands, and other communications hereunder shall be in writing, and shall be effective when physically delivered or when deposited in the United States Postal Service, certified mail, return receipt requested, postage prepaid and addressed to the applicable party.

7. Succession. This Assignment shall inure to the benefit of and be binding upon the parties hereto and upon their successors in interest of any kind whatsoever.

8. Assignment. Neither party shall assign any rights or delegate any duties under this Assignment, or renewal thereof, and any such attempted assignment or delegation shall not vest in the assignee or delegate any right, interest, duty or obligation under this Assignment or any renewal thereof.

9. Modification. This Assignment, or renewal thereof, shall not be altered amended, or modified except by a writing signed by both parties to this Assignment.

10. Partial Invalidity. If any part of this Assignment is held invalid for any reason, all other provisions of this Assignment shall, however, remain in full force and effect.

11. Governing Law. This Assignment shall be governed by the laws of the State of Mississippi.

12. Execution. This Assignment may be executed by separate signature pages.

13. Acceptance. Each undersigned Assignees acknowledges this Assignment and each undersigned accepts the transfer of the foregoing interests and hereby ratifies, accepts, adopts, approves, and agrees to abide by the Limited Partnership Agreement and Certificate of Limited Partnership of SOUTHERN MAGNOLIA FARMS, L.P., a Mississippi limited partnership, and to execute such amendments to the Limited Partnership Agreement and Certificate of Limited Partnership of SOUTHERN MAGNOLIA FARMS, L.P. as are necessary to consummate the transfer of said limited partnership interests..

14. Definitions. The term "Code" means the Internal Revenue Code of 1986, as amended. The term "Family" means the descendants, spouse and spouses of the descendants of a named person. Assignees shall mean the person receiving property under this Agreement but excluding the Assignors.

P Book 87 pg 641

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Assignment to be executed by its duly authorized representative as of the date first above written.

ASSIGNOR:

Daisy Coltharp
DAISY COLTHARP

ASSIGNEES:

MELODY LONG

PARTNERSHIP:

STEVE LONG

SOUTHERN MAGNOLIA FARMS, L.P.

By MLC, Inc., Its General Partner

Carol McGarrity
CAROL MCGARRITY

By: *Carol McGarrity*
Carol McGarrity
President

Patrick McGarrity
PATRICK MCGARRITY

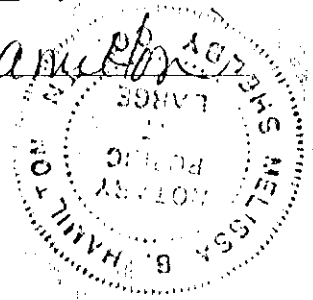
STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named DAISY COLTHARP, personally known to me and who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3 day of
November, 2000.

Melissa B. Hamilton
Notary Public

My Commission Expires: 6-11-03



P Book 87 Pg 642

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Assignment to be executed by its duly authorized representative as of the date first above written.

ASSIGNOR:

Daisy Coltharp
DAISY COLTHARP

ASSIGNEES:

x *Melody Long*
MELODY LONG

PARTNERSHIP:

SOUTHERN MAGNOLIA FARMS, L.P.

By MLC, Inc., Its General Partner

x *Steve Long*
STEVE LONG

Carol McGarrity
CAROL McGARRITY

By: *Carol McGarrity*
Carol McGarrity
President

Patrick McGarrity
PATRICK McGARRITY

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named DAISY COLTHARP, personally known to me and who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3 day of
November, 2000.

Melissa B. Hamilton
Notary Public

My Commission Expires: 6-11-03

This Instrument prepared by and
return to:
John J. Cook, Esq.
Pietrangelo Cook PLC
6410 Poplar Avenue, Suite 190
Memphis, TN 38119
(901) 685-2662